



CALIFORNIA

High-Speed Rail Authority

REQUEST FOR PROPOSAL

PRIMARY

For

BUSINESS MARKET AVAILABILITY and DISPARITY STUDY

NOTICE TO PROSPECTIVE PROPOSERS

**CERTIFIED SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE
ONLY ARE INVITED TO RESPOND TO THIS REQUEST FOR PROPOSAL**

RFP #HSR12-38
State of California

July 1, 2013

Table of Contents

PURPOSE OF RFP	4
SERVICES	4
KEY ACTIVITIES AND DATES	5
CONTACT INFORMATION	5
QUESTIONS	5
RESPONSES TO THIS RFP	5
SMALL AND DISABLED VETERANS BUSINESS ENTERPRISE	6
FEDERAL AND STATE LAWS, REGULATIONS, AND GUIDELINES	6
REGISTRATION REQUIREMENTS	7
PROPOSER’S RESPONSIBILITIES FOR SUBMITTING A PROPOSAL:	9
ABOUT THIS SECTION	9
DESCRIPTION OF SERVICES	10
SCHEDULE OF KEY TASK DELIVERABLES AND DATES	15
PROPOSAL EVALUATION	15
REQUIRED FORMAT FOR A PROPOSAL	16
NUMBER OF COPIES	16
PREFERRED METHOD FOR DELIVERY	16
TABLE OF CONTENTS	17
REQUIRED ADMINISTRATIVE FORMS	18
PREVIOUS AVAILABILITY/DISPARITY STUDIES PROJECTS	18
<i>Client References</i>	18
NOTICE OF PROPOSED AWARD	18
MINIMUM QUALIFICATIONS	19
IMPORTANT ADMINISTRATIVE DETAILS	20
DARFUR CONTRACTING ACT OF 2008	20
IRAN CONTRACTING ACT	21
TAX DELINQUENT STATUS VERIFICATION	21
ECONOMIC INCENTIVE PROGRAMS	21
LOSS LEADER	22
STANDARD CONDITIONS OF SERVICE	22
CERTIFIED SMALL BUSINESS ENTERPRISE	22
<i>Equal Employment Opportunity and Nondiscrimination</i>	23
RFP CANCELLATION AND AMENDMENTS	23
IMMATERIAL DEFECT	24
PAYEE DATA RECORD	24
DISPOSITION OF PROPOSER’S DOCUMENTS	24
CONTRACT REQUIREMENTS	24
PROPOSERS’ ADMONISHMENT	26
GROUND TO REJECT A PROPOSAL	26
PROTEST PROCEDURES	27
ARRA SPECIFIC IMPORTANT INFORMATION	28
ARRA-FUNDED PROJECT	28
ENFORCEABILITY	28
PROHIBITION ON USE OF ARRA FUNDS	28
WAGE RATE REQUIREMENTS	28
INSPECTION OF RECORDS	28
WHISTLEBLOWER PROTECTION	29
FALSE CLAIMS ACT	29
REPORTING REQUIREMENTS	29

SAMPLE EVALUATION DOCUMENTS.....	32
SAMPLE CONTRACT DOCUMENTS AND EXHIBITS	34
BID CHECKLIST	34
PAYEE DATA RECORD (STD 204).....	35
DVBE DECLARATIONS (STD843)	39
PROPOSER REFERENCES.....	40
CONTRACTOR CERTIFICATION CLAUSES (CCC-307)	41
SAMPLE STANDARD CONTRACT (STD213).....	46
EXHIBIT A (SCOPE OF WORK).....	47
EXHIBIT B (INVOICING & PAYMENT TERMS)	57
EXHIBIT B, ATTACHMENT I (BID SHEET).....	59
EXHIBIT C (GENERAL TERMS AND CONDITIONS).....	60
EXHIBIT D (SPECIAL TERMS AND CONDITIONS).....	61
EXHIBIT E (ADDITIONAL PROVISIONS)	65
EXHIBIT E, ATTACHMENT I (PROTECTION OF CONFIDENTIAL & SENSITIVE INFORMATION).....	69
EXHIBIT E, ATTACHMENT II (NON-DISCLOSURE CERTIFICATE).....	72
EXHIBIT E, ATTACHMENT III (TRAVEL AND PER DIEM)	73
EXHIBIT F (SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS)	75

I. Introduction

PURPOSE OF RFP

The California High Speed Rail Authority (Authority) is overseeing the construction of a multi-billion dollar “state-of-the art” high speed rail system. The project will create significant contracting opportunities to businesses throughout the State of California. The Authority is committed to ensuring that Small Businesses (SBs), Disabled Veteran Business Enterprises (DVBs), Disadvantaged Business Enterprise (DBE) and Micro-Businesses (MBs), hereafter referred to collectively as SBs, have the maximum practicable opportunity to compete for and participate in the Authority’s contracting and procurement opportunities.

The Authority has established a Small and Disadvantaged Business Policy, inclusive of the aforementioned businesses, which meet the State of California SB/DVBE certification and federal DBE certification eligibility criteria. The Small Business Program is administered in accordance with Executive Order S-02-06, Military and Veterans Code 999, and the best practices of the federal regulations in 49 Code of Federal Regulations (CFR) Part 26.

The purpose of this Request for Proposal (RFP) is to select a Contractor to conduct a Business Market Availability and Disparity Study (Study).

SMALL BUSINESS AND DISABLED VETERANS BUSINESS ENTERPRISE (SB/DVBE) ONLY are invited to respond to this Request for Proposal (RFP), entitled, **Business Market Availability and Disparity Study (HSR12-38)** as authorized under Government Code 14838.5 (a) and (b). In submitting your proposal, you must comply with these instructions found within this RFP.

SERVICES

The Study will include two main components: a depiction on current market availability of small businesses, disabled veteran business enterprises, minority-owned firms, women-owned firms in railroad, or similarly related engineering and construction industries; and a disparity analysis on the utilization of minority-owned, women owned and DBE firms on Authority Professional Services and construction contracts. DBEs and socioeconomically disadvantaged individuals (group) are defined in the 49 CFR Part 26, Section 26.5.

The Study will be transmitted by the Authority to the Federal Railroad Administration (FRA) on the availability and utilization of SB/DBEs on the project.

KEY ACTIVITIES AND DATES

Key activities and times for this RFP are presented below. This is a tentative schedule; please contact the Contracts Office to confirm dates (*all dates and time are based on Pacific Daylight Time*).

ACTIVITY	ACTION DATE
RFP Release	July 1, 2013
Deadline for Written Questions by 4:00 p.m.	July 12, 2013
Deadline for Answers to Questions by 4:00 p.m.	July 17, 2013
Deadline to Submit Proposals by 4:00 p.m.	July 22, 2013
Technical Scoring	July 29, 2013
Public Cost Proposal Opening (3:00 p.m.)	July 30, 2013
Notice of Proposed Award	July 31, 2013
Protest Period Ends	August 7, 2013
Proposed Contract Start Date	August 22, 2013
Contract Termination Date	August 21, 2014

CONTACT INFORMATION

Contract Analyst: Marcos Hernandez
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, California 95814
E-mail: marcos.hernandez@hsr.ca.gov
Telephone number: (916) 403-6928

QUESTIONS

During the RFP process, questions for clarification about this RFP must be posted to the Bid Sync website at: www.bidsync.com. Any questions concerning this RFP must be submitted and received by Monday, July 12, 2013 at 4:00 p.m. (PDT), on the Bid Sync web site.

All questions or communications related to this RFP must be addressed to Marcos Hernandez, (916) 403-6928 or Marcos.hernandez@hsr.ca.gov and **NOT** Authority Board Members, Authority contractor staff or State staff. Any verbal communication with an Authority employee concerning this RFP is not binding on the State and shall in no way alter a specification, term, or condition of the RFP.

RESPONSES TO THIS RFP

Responses to this solicitation shall be in the form of a Proposal according to the format described in this RFP. The Proposal shall provide the required documentation as described in this RFP and the Proposal shall document the Proposer's experience, qualifications, project organization, technical expertise and cost to perform the tasks described in the Scope of Work.

SMALL AND DISABLED VETERANS BUSINESS ENTERPRISE

The Authority is committed to meeting its overall thirty percent (30%) SB participation goal as part of the State's efforts to improve the economically disadvantaged position of SBs and DVBE's (Public Contract Code (PCC) 10115 et. seq, Military and Veterans Code, Section 999 et. seq. and California Code of Regulations (CCR), Title 2, section 1896.60 et. seq.).

Disadvantaged Business Enterprise

This solicitation is subject to 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Although a DBE participation goal has not been set for this Contract, the Authority encourages the Proposer to include ten percent (10%) participation of DBEs, as defined in 49 CFR 26, in performance of this contract. Information about the SB/DBE Program is available at the Authority's website at:
http://www.hsr.ca.gov/Programs/Small_Business/index.html

FEDERAL AND STATE LAWS, REGULATIONS, AND GUIDELINES

Projects funded by public funds must comply with the applicable federal and/or state requirements. Proposers are required to review the Authority's Terms and Conditions for additional information regarding these requirements. Although Proposers will be required to adhere to all contract terms and conditions, the following specific provisions may have potentially significant project impacts:

Federal

Davis-Bacon Act (Federal prevailing wage law): In accordance with American Recovery and Reinvestment Act (ARRA) Section 1606, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA must be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

Disclaimer: The Davis-Bacon Act only applies to those classifications that currently require a prevailing wage. Information on prevailing wage requirements can be found through the Wage Determinations Online Program at <http://www.wdol.gov/>.

Specific prevailing wage information for the State of California may be found at the California Department of Industrial Relations website: <https://www.dir.ca.gov/OPRL/PWD/>

Additional Laws, Regulations, and Guidelines

Proposers should be familiar with the following federal and State laws, regulations, and guidelines that apply:

Federal

The American Recovery and Reinvestment Act of 2009

http://www.recovery.gov/About/Pages/The_Act.aspx

Council of Economic Advisers' Estimates of Job Creation from the American Recovery and Reinvestment Act of 2009.

http://www.whitehouse.gov/assets/documents/Estimate_of_Job_Creation.pdf

- A. Title VI of the Civil Rights Act of 1964, 42 U.S.C., sec 2000d et seq.
- B. Americans with Disabilities Act of 1990, as amended, 42 U.S.C. sec 12101 et seq.

REGISTRATION REQUIREMENTS

Proposer must be registered and in good standing in accordance with the requirements below:

California Secretary of State's Office: California business entities as well as non-California business entities conducting intrastate business in California are required to register and be in good standing with the California Secretary of State to enter into a contract with the State of California. If not currently registered with the California Secretary of State, Proposers are encouraged to contact the Secretary of State's Office as soon as possible to avoid potential delays in beginning the proposed project (should the Proposer be successful). For more information, contact the Secretary of State's Office via its website at: www.sos.ca.gov.

Small Business/Disabled Veteran Business Enterprise Certification

For the purpose of this RFP, only a certified SB/DVBE firm can serve as the prime contractor to be eligible to submit a Proposal. Small Businesses must meet the eligibility criteria of and be certified by the California Department of General Services (DGS). Disabled Veteran Business Enterprises must meet the eligibility criteria and be certified by DGS.

Certified SB/DVBEs must include a copy of the Certification and the Certification number must be listed on Line 16 of the Proposal/Proposer Certification Sheet, Proposer Declaration, GSPD-05-105, and as applicable, the Disabled Veteran Business Enterprise Declarations form, STD 843.

Proposer shall complete or collect Disabled Veterans Business Enterprise Declarations [STD 843(s)] when the following situations occur:

- A. Proposer is DVBE (prime) contractor.
- B. Proposer subcontracts with any DVBE firm. Proposer collects and submits with its proposal package a completed and signed STD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.

More information on the SB/DVBE certification program, can be found on the DGS website at: <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>

Note that all contracts entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>. If you do not have Internet access, a hard copy will be provided upon request.

Key Words and Definition

Important definitions for this RFP are presented below:

Word/Term	Definition
ACM	Authority Contract Manager
ARRA	American Recovery and Reinvestment Act of 2009.
Authority	California High-Speed Rail Authority
Contractor	The successful Proposer will become the Contractor under this RFP.
CFR	Code of Federal Regulations
Day	Calendar day
DBE	Disadvantaged Business Enterprise - A for-profit small business concern as defined in 49 CFR Part 26.
DGS	California Department of General Services
DVBE	Disabled Veteran Business Enterprise - A for-profit small business concern that is at least 51 percent owned by a veteran of the United States Military who has at least a 10 percent service-connected disability and is a California resident. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services.
HSR	High-Speed Rail Project
FRA	Federal Railroad Administration
MB	A for-profit Micro business concern with gross annual receipts of less than \$3,500,000.00; or, if the small business is a manufacturer, with 25 or fewer employees. The Authority recognizes a Microbusiness certification issued by the California Department of General Services.
Project	California High-Speed Rail Project
Proposal	Formal written response to this RFP from Proposer
Proposer	A respondent to this RFP
RFP	This entire document which is a Request for Proposal
Small Business	A for-profit small business that meets the requirements and eligibility criteria set forth California Department of General Services for certification as a Small Business.
Solicitation	The competitive method used to solicit proposals for funding under this Request for Proposals.
State	State of California
Study	Business Market Availability and Disparity Study
Utilization	Firms who have performed a service and have received payment for their work.

PROPOSER'S RESPONSIBILITIES FOR SUBMITTING A PROPOSAL:

Proposers are responsible for understanding and complying with the following:

- A. All the terms and conditions contained within this RFP and those incorporated by reference.
- B. Asking the appropriate questions in a timely manner.
- C. Ensure that all procedures and requirements of the RFP are followed and appropriately addressed.
- D. Submit all required responses and attachments in a complete manner by the required date and time.

II. BACKGROUND**VISION AND PROJECT OVERVIEW**

The Authority is responsible for planning, designing, building and operation of the first high-speed rail (HSR) system in the nation. California high-speed rail will connect the mega-regions of the state, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, the system will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 220 miles per hour. The system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State's 21st century transportation needs.

SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Pursuant to the Authority's Small Business and Disadvantaged Business Policy, adopted by the Authority's Board of Directors (Board) and established in accordance with Title VI of the Civil Rights Act of 1964 and related statutes, Executive Order S-02-06, Military and Veterans Code 999, and Best Practices of 49 CFR Part 26 "Participation by Disadvantaged Business Enterprises in the Department of Transportation Assistance Programs," SBs are to be provided fair and equitable access and the maximum practicable opportunities to participate in all phases of the Authority's contracting process. The Authority has established an overall 30% SB goal for the HSR project.

The Proposer is advised to review the Authority's Revised Small and Disadvantaged Business Enterprise Program for Professional Services Contracts for further guidance. More detailed information regarding the Authority's SB Program is located at:

http://www.hsr.ca.gov/Programs/Small_Business/index.html

III. Deliverables**ABOUT THIS SECTION**

This section describes the scope of work, deliverables, and key dates the Contractor will be asked to perform, under the direction of the Authority's Contract Manager (ACM). The Proposers' proposal shall demonstrate its qualifications to effectively and successfully provide the services required.

DESCRIPTION OF SERVICES

Contractor will provide a depiction on the current market availability of SB, DVBE, Minority Owned Business Enterprises (MBE), Women-Owned Business Enterprise (WBE) and DBE firms who are ready, willing and able to pursue the HSR project contracts.

The Contractor will provide an analysis on the Authority's utilization and potential disparity of the MBE, WBE and DBE firms in the Authority's Professional Services and construction contracts. DBEs and socioeconomically disadvantaged individuals (group) are defined in the 49 CFR Part 26, Section 26.5.

The Contractor shall furnish a Study that shall incorporate the information from the Business Market Availability and Disparity analysis. This shall be called the Business Market Availability and Disparity Study (Study). The final Study will be transmitted by the Authority to the FRA.

A. TASK 1: AVAILABILITY AND DISPARITY ANALYSIS

The Contractor shall provide an analysis on current market business availability of SB/DBE/DVBE/MBE/WBE firms in the railroad, or similarly related engineering and construction industries. The Contractor shall provide a disparity analysis on the utilization of MBE/WBE and DBE firms, in Authority Professional Services and construction contracts awarded between July 1, 2006 and June 30, 2013.

Task 1.1 Analysis:

1. Research, identify and compile data on the market availability of businesses in California, including SBs, DBEs, DVBEs, MBEs, and WBEs in railroad related industries or similarly related engineering and construction projects.
2. Identify, in consultation with the Authority, the factors to be considered in determining whether disparities for DBE/MBE/WBE exist in the Authority's awarded contracts the Study period.
3. Research, identify and compile data on DVBE/SB/DBE/MBE/WBE utilization in the Authority's Professional Services (including Architect and Engineering), design-build, and construction contracts for the time period of July 1, 2006 to June 30, 2013. The Contractor shall review the contracts in paper and electronic format at the Authority's locations. The Contractor shall provide no more than one (1) individual at the Authority's locations at one time and shall utilize the available visitor's cubicle to review the documentation. The utilization analysis shall include DVBE/SB/DBE/MBE/WBE subcontract utilization at any tier on Authority awarded contracts.
4. Identify from the utilization data, a disparity analysis on the utilization of MBE/WBE and DBE firms in the Authority's professional services and construction contracts.

Task 1.2 Guidelines, Standards, and Requirements:

1. Apply as appropriate, 49 CFR Part 26, "U.S. Department of Transportation DBE Program," overall goal setting and methodology for DBE participation.
2. Apply as appropriate, Title VI of the Civil Rights Act of 1964 and related statutes as they apply to SBs.

- a. Title VI states that “Simple justice requires that public funds, to which all taxpayers of all races [colors, and national origins] contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial [color or national origin] discrimination.”
3. Apply the Authority’s SB/DBE Program plan.
4. Consider using information from relevant existing transportation Availability and Disparity Studies that may provide the Study with more statistically sound applications for availability and disparities.
5. Apply as appropriate the National Cooperative Highway Research Program (NCHRP) Report 644, Guidelines for Conducting a Disparity and Availability Study for the Federal DBE Program and NCHRP Synthesis 416, Implementing Race-Neutral Measures in State Disadvantaged Business Enterprise Programs. These documents are available at the Transportation Research Board’s website www.trb.org/Main/Home.aspx.

Task 1.3 Methodology:

The Contractor shall:

1. Describe the overall approach to the work, specific techniques that will be used and specific administrative and operational management expertise that will be employed;
2. Detail the methodology used to determine SB/MBE/WBE/DBE/DVBE availability; and,
3. Detail the methodology to be used to determine disparity, if any, in the utilization of MBE/WBE/DBE in the Authority’s Professional and construction awarded contracts.

B. TASK 2: CONTRACTOR MEETINGS

The Contractor shall:

1. Meet with the Authority ACM and/or Executive Management Team in person in Sacramento up to nine (9) times during the term of this Contract on dates as determined by the Authority;
2. Attend a kick-off meeting with the Authority Contract Manager (ACM), in Sacramento to be scheduled within one week of the execution of this Contract;
3. Assist in the preparation of Board meeting materials related to the Study. Be available to attend and or present at a minimum of three (3) Authority Board Meetings, as determined by the Authority; and,
4. Meet with the ACM a minimum of once every two weeks to provide project progress reports, identify concerns and issues that may impact the project delivery schedule. The meetings may be held telephonically as determined by the ACM.

C. TASK 3 PUBLIC PARTICIPATION MEETINGS

The Contractor shall conduct up to five (5) public participation meetings to facilitate the public's anecdotal input into the Study.

Task 3.1 Scheduling:

1. Facilitate up to five (5) public meetings. The meetings shall be designed to engage the representative public to provide input to the Study through various written methods and oral anecdotal comments.
2. Coordinate the meetings and notifications through the Authority's External Affairs unit. Meeting schedules and public publication notices shall be pre-approved by the Authority in advance.
3. Schedule meetings geographically between Sacramento, San Francisco and Southern California. Authority representatives may attend the public meetings as observers or have self-appointed roles such as public meeting moderator.
4. Secure the meeting locations, note takers, interpreters, audio equipment, publish meeting announcements in trade association publications and community based circulars and other activities needed to facilitate successful public participation meetings. Electronic publications/notifications are acceptable means of publishing the meeting announcements.

Task 3.2 Handouts:

1. Prepare and distribute appropriate handouts at each public meeting. The handouts shall be pre-approved by the Authority prior to distribution.

Task 3.3 Incorporate Public Participation Summary:

1. Contractor shall incorporate, as appropriate, written and anecdotal comments in the Final Study.

D. TASK 4 REPORTS

The Contractor shall prepare and submit a monthly Activity Report and draft components of the Study as tasks and chapters of the Study are completed.

Task 4.1 Activity Report:

Provide the ACM with a monthly Activity Report. The Activity Report will document the progress through tasks, identify any issues or concerns and include the personnel classification, personnel hours used, as well as records to support reported activities; and will include the proposed major activities for the following month.

1. Submit a monthly Activity Report to the ACM no later than the 10th calendar day of the month. If the tenth falls on a weekend or state holiday, the due date will roll to the next business day.

Task 4.2 Study

1. Submit to the ACM components of the Study as major tasks are completed and each chapter of the Study as they are completed. Each of the Contractor's submittals will be reviewed by an Authority team who will comment on the submittal(s) and return the submittal(s) to the Contractor, with comments or approval, for inclusion in the final draft Study. The final draft Study is due to the Authority within eighty (80) days from date of contract execution. The Authority Team will work harmoniously with the Contractor to review, comment and return the submittal(s) timely so as to complete the final draft Study as stated in this section.
2. The Study shall **include the availability of SB/MBE/WBE/DBE/DVBE's willing, able and ready to perform work on Authority rail projects and the disparity analysis of MBE/WBE/DBE's on the Authority's contracts.**
3. **Study to contain the information listed in the "Final Study" section 4.3.**
4. Collaborate with the Authority to address any comments or questions posed by the FRA or United States Department of Transportation (USDOT) with regard to the Study by incorporating any additional information or provide clarification. The Authority will be the sole individual to communicate, in writing or orally with FRA or USDOT regarding this project.

Task 4.3 Submission of Final Study and Contents

1. Submit the Final Study to the Authority within one hundred (100) days from the date of execution of the contract.
 - a) The Final Study shall incorporate all previously reviewed and approved Chapter sections as directed by the ACM.
2. Include recommendations for improving the Authority's current SB/DBE Program.
3. Identify pertinent Study activities which may include, but not be limited to, undertaking interviews, surveys, collection of quantitative data, performing required analyses, and collection of pertinent anecdotal information, which shall be included in the report.
4. Provide a description of the information considered the methodology employed to select or exclude information. The weight given to the categories of information, findings, recommendations, spreadsheets and samples as applicable.
5. Consider including the following sections in the report: (1) Availability of **SB/MBE/WBE/DBE/DVBE's**; (2) Report Data Geographically; (3) Capacity; (4) Marketplace Conditions; (5) Utilization; (6) Disparity Analysis; and (7) Other Pertinent Information as applicable.
6. Address and quantify the availability of certified and noncertified SB/DVBE/MBE/WBE/DBE firms and who are ready, willing and able to participate in the Authority contracts, or similarly related engineering and construction industries.

7. Address whether under-utilization of MBE/WBE/DBEs in FRA federal-aid contracts exists.

Task 4.4 Study sections (Chapters).

The final Study should contain sections and Chapters that address:

- A. Executive Summary
- B. Table of Contents
- C. Introduction/Background
- D. Regulatory Framework Analysis – setting forth any guidance derived from applicable statutes, regulations and relevant cases with citations to sources relied on
- E. Methodology—pertinent methodologies used for the availability and disparity, public participation, anecdotal findings and assumptions made for each major component of the Study.
- F. Analysis of **SB/MBE/WBE/DBE/DVBE**'s Availability –
- G. Utilization and Disparity Analysis
- H. Definition Section – (optional)
- I. Program Recommendations
- J. Appendices

Task 4.5 Final Study Submittal

Provide ten (10) hard copies of the final Study and one compact disc which contains the Study in a version that the Authority may edit the contents in Microsoft Word, Excel or another pre-agreed computer software as directed by the ACM. Provide all Study materials, on a compact disk, in a computer software version as directed by the ACM, at the end of the contract period or sooner as requested by the Authority.

E. TASK 5: STUDY REPORT TECHNICAL ASSISTANCE:

Through the entire contract period, the Contractor shall provide staff as technical assistance to the Authority; to participate in meetings (in person and or teleconference), address questions and concerns, make presentations, prepare correspondence and review documents relevant to the Availability/Disparity Study report.

Task 5.1: Technical Assistance

1. Provide Availability/Disparity Study technical assistance as requested by the ACM to include assisting the Authority to respond to written and oral questions from the Authority Board, FRA, USDOT, public, and other entities, regarding the Study project, progress, findings, final Study, recommendations, data analysis, etc.
2. As requested by the ACM, prepare correspondence, information for presentations, talking points and other technical assistance tasks as needed.

F. SCHEDULE OF KEY TASK DELIVERABLES AND DATES

Tasks 1, 3 and 4 shall be completed within 80 business days from date of contract execution. The contract period is twelve (12) months from the date of final contract execution.

Task	Event/Deliverable	Due Date Based on Estimated Start Date of August 22, 2013
1	Complete and submit Final Availability and Disparity Study	No later than December 6, 2013
3	Hold up to 5 Public Participation Meetings from Sacramento to Southern California	No later than September 30, 2013
4.2	Submit Draft Study to Authority, including anecdotal comments from public participation meetings; for comment/revision. Contractor must submit Study sections and major tasks deliverables as described in Task 4.2 with the goal to complete a draft Study by due date as described herein.	November 15, 2013
4.3-4.4	Submit Final Study to Authority	December 6, 2013
5-5.1	Assist Authority-- responses/letters, questions/technical assistance as requested.	START DATE to 2014 (approximately August 21, 2014) Contract Termination

IV. Proposal Format**ABOUT THIS SECTION**

This section explains how the proposals will be evaluated. It describes the evaluation stages and scoring of all proposals. A Proposer's technical proposal will be evaluated and scored based on its responsiveness to the information requested in this RFP.

The entire evaluation process from receipt of proposals to the posting of the Notice of Proposed Award is confidential. This information shall become public record upon the execution of the contract.

PROPOSAL EVALUATION

To review and evaluate all proposals, the Authority will organize an Evaluation Committee. The identity of the evaluators will be kept confidential during the selection process. The Authority reserves the right to solicit technical input from other internal and external sources. This technical input will be utilized by the Evaluation Committee during the evaluation of the proposals.

The Technical Evaluation will only be used to determine the qualifying Proposers. Once the Technical Evaluation has been completed, only the cost proposals from the qualifying Proposers will be opened. The final award will be based upon the lowest cost proposal.

REQUIRED FORMAT FOR A PROPOSAL

All proposals submitted under this RFP must be typed or printed using Times New Roman 11-point font, single-spaced and a blank line between paragraphs. Pages must be numbered and sections titled and printed back-to-back.

NUMBER OF COPIES

Proposers must submit an original and six (6) hard copies of the Technical Response (Volume 1) and Cost Proposal (Volume 2). The Cost Proposal shall be submitted in a separate sealed envelope.

Proposers must submit one (1) electronic proposal on Compact Disc. Electronic files must be in Microsoft Word (2010 .docx or .doc format) and Excel Office Suite formats. Electronic files submitted via e-mail will not be accepted.

PACKAGING AND LABELING

The original and copies of each volume must be labeled "[Request for Proposal HSR....](#)", and include the title of the proposal.

Include the following label information and deliver your proposal in a sealed package to:

Person's Name, Phone # Company/Firm Name Street Address City, State, Zip Code FAX #	RFP #HSR12-38 California High Speed Rail Authority Contracts Office 770 L Street, Suite 800 Sacramento, California 95814
---	---

PREFERRED METHOD FOR DELIVERY

A Proposer may deliver a proposal by:

- A. U. S. Mail
- B. Personally
- C. Courier Service

Proposals must be received no later than 4:00 p.m. (PDT), to the High-Speed Rail Authority during normal business hours and prior to the date and time [4:00 p.m. (PDT)] specified in this RFP. In accordance with Public Contract Code 10344, **proposals received after the specified date and time are considered late and will not be accepted.** There are no exceptions to this law. Postmark dates of mailing, E-mail and facsimile (FAX) transmissions are not accepted under any circumstances and are not acceptable toward meeting the submission deadline for proposal delivery.

TECHNICAL RESPONSE**Table of Contents**

Each Proposal shall include a Table of Contents, and corresponding page numbers.

Work Plan and Work Schedule

Each Proposal shall contain a work plan and/or work schedule for each task based on an estimated start date of **August 22, 2013**. Identify each major task, necessary sub-task, and/or specific milestones by which progress is assured and payments can be made. The work plan or schedule shall specify the days for each task, staff resources for each task, and estimated hours to accomplish each task. The Proposal shall contain an overall description of the techniques, approaches, and methods to be used in performing the services. The Authority will consider the proposed work plan or schedule to be preliminary and subject to modification with the approval of the ACM.

Management and Project Personnel

The Proposal shall designate, by name, the Program Manager and list the key personnel who will be working on the Study. If the Program Manager has additional assignments, provide an explanation on how the Program Manager will manage his/her time among competing projects.

Include the titles, qualifications, a summary of similar work or studies performed, a brief resume for key personnel, a statement indicating how many hours or percentage of time each professional will be assigned to the Contract and what tasks each professional will perform. The selected key personnel shall include, at a minimum, the following classifications titles or equivalent:

- A. Program Manager
- B. Staff Assistant
- C. Technical Staff

The Contractor shall not cause members of the project team to be substituted without prior written approval of the ACM.

Subcontractors

If subcontractors are to be used, the proposal must include a description of each firm and the work to be done by each subcontractor. No work shall be subcontracted unless listed in the proposal. The Proposal must include the titles, qualifications, a summary of similar work or studies performed, a brief resume for key personnel, a statement indicating how many hours or percentage of time each professional will be assigned to the Contract and which tasks each professional will perform under this Contract.

The cost of the subcontract work is to be itemized in the Cost Proposal as described in the section entitled **Cost Proposal Requirements**.

The Contractor must obtain the advance written approval of the ACM before substituting subcontractors.

Required Administrative Forms

Each Proposer must complete and include the following forms with their proposal:

- A. Contractor Status Form, Attachment 1
- B. Darfur Contracting Act form, Attachment 2
- C. Iran Contracting Act, Attachment 3
- D. Contractor Certification Clauses, Attachment 4
- E. Client References, Attachment 5
- F. Small Business Certification, Attachment 6

Previous Availability/Disparity Studies Projects

The Proposer's team shall have conducted a minimum of five (5) Availability/Disparity studies that included 49 CFR Part 26 as a component. The Proposer may meet this factor with one or more of the Proposer's key team members, which may include its subcontractor(s) past experience.

The information provided will be confirmed with the client references provided in Attachment 5.

Client References

Proposer must provide three (3) references for Availability/Disparity Study projects for which the services were provided, the name of the client for whom services were provided, the name of and a brief description of clients' availability/disparity study, location of the study, and overall size of the study. The Proposer may meet this factor with one or more of the Proposer's key team members, which may include its subcontractor(s) client references.

V. Notice of Proposed Award

NOTICE OF PROPOSED AWARD

The Authority will post a "Notice of Proposed Award" at the Authority's headquarters in Sacramento, and on the Bid Sync Web Site within five (5) business days after the selection of a contractor has been completed.

1. Scoring Scale

The proposals will be ranked by an Evaluation Committee.

2. Bid Sheet

Please complete Exhibit B, Attachment I, Page 58.

0 Points	✓ Is not in substantial accord with the RFP requirements.
1-3	✓ The proposal is unclear, does not demonstrate sufficient knowledge/understanding of the tasks and lacks sufficient detail as to how major tasks will be accomplished.
4-6	✓ The Proposal states requirements, but demonstrates only a minimum knowledge/understanding of tasks and a minimum detail as to how the major tasks will be accomplished
7-8	✓ Satisfies the minimum requirements and demonstrates a general knowledge of the tasks and provides specifics as to how the tasks will be accomplished.
9-10	✓ Exceeds the minimum requirements and demonstrates an in-depth knowledge of the tasks. Proposal specifically describes how the major tasks will be accomplished in a superior manner both quantitatively and qualitatively.

MINIMUM QUALIFICATIONS

All minimum qualifications must be met and demonstrated in order for a proposal to be scored. Proposers not meeting or demonstrating compliance with each and every minimum qualification will be eliminated and will not have their proposal scored. For each of the qualifications listed below, Proposers' must supply written documentation to demonstrate meeting the qualification. Include, as appropriate, supporting documents, program information, client names, dates and current contact information.

A passing score of **60 out of 70 available *technical* points** is required to proceed to the Cost Proposal Opening.

LABOR COSTS

Labor hourly rates include all overhead expenses. Overhead expenses include, but are not limited to clerical and administrative personnel, fringe benefits, photocopying, supplies, postage, overnight mail delivery fees, telephone, taxes, and all other expenses necessary for accomplishing the Scope of Work.

NOTE: The cost information provided will **not** be kept confidential.

The cost information will become a part of the final contract. The entire term of the contract and projected rate increases must be considered when preparing the budget. The rates bid are considered capped and shall not change during the term of the contract. The Contractor shall only be reimbursed for their **actual** rates up to these rate caps.

EQUIPMENT

The purchase of equipment is not allowed under the resulting contract. The Contractor(s) and all subcontractors are expected to have all the necessary equipment to provide the services in the scope of work.

VI. Administration

IMPORTANT ADMINISTRATIVE DETAILS

Cost of Developing Proposal

The Proposer is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

Errors

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer shall immediately notify the Authority of such error in writing and request modification or clarification of the document. The Authority shall not be responsible for failure to correct errors.

Confidential Information

The Authority will not accept or retain any Proposals that are marked confidential in their entirety and Proposers are strongly discouraged from requesting confidential treatment for any of the information contained in a submittal.

Darfur Contracting Act of 2008

Effective January 1, 2009, all Requests for Proposals (RFP) must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code, Section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has, or within the previous three years has had business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency (see #1 on Attachment 2).

A scrutinized company may, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code, Section 10477(b) (see #2 on Attachment 2).

IRAN CONTRACTING ACT

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

TAX DELINQUENT STATUS VERIFICATION

Effective July 1, 2012 [Public Contract Code 10295.4](#), requires State agencies to verify the tax delinquent status of Proposers responding to State solicitations.

At the time of bid evaluation, prior to contract award and execution, the Authority shall verify all Proposers and identified subcontractors as not listed as tax delinquent by the Franchise Tax Board and the Board of Equalization. Any Proposer or subcontractor listed as tax delinquent shall result in a bid rejection and shall not be considered for contract award. Proposers wanting further clarification can refer to the statute above or to the web sites listed below for additional information.

Board of Equalization – Top 500 Sales Tax and Use Delinquencies

<http://www.boe.ca.gov/cgi-bin/deliq.cgi>

Franchise Tax Board – Top 500 Delinquent Tax Payers

https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml

ECONOMIC INCENTIVE PROGRAMS

Proposers may be eligible for additional preferences when their place of business is located within certain economic regions and when they hire persons living and working within those economic regions. Please access the following links to read information about these economic incentive programs.

- A. Target Area Contract Preference Act: (TACPA)
<http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>
- B. Enterprise Zone Act (EZA)
<http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>
- C. Local Area Military Base Recovery Act (LAMBRA)
<http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>

Interested Proposers are advised to contact the Department of General Services, Dispute Resolution and Preference Programs at: <http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx>

You may also contact DGS/Procurement Division by calling or mailing to the following:

Telephone or Fax:

(800) 559-5529

(916) 375-4400

FAX: (916) 375-4613

Mail:

Department of General Services

Procurement Division

707 Third Street, 2nd Floor

West Sacramento, CA 95605

LOSS LEADER

Per Public Contract Code, Section 10302, (b) (1) "It is unlawful for any person engaged in business within this state to sell or use any article or product as a 'loss leader' as defined in Section 17030 of the Business and Professions Code."

STANDARD CONDITIONS OF SERVICE

Service(s) shall not commence until the Contract is fully executed and all approvals have been obtained.

All performance under the Contract shall be completed on or before the termination date of the Contract unless this Contract is amended to extend the term.

No oral understanding or contract shall be binding on either party.

CERTIFIED SMALL BUSINESS ENTERPRISE

Pursuant to the Authority's Small Business Policy established in accordance with the Title VI of the Civil Rights Act of 1964 and related statutes, Executive Order S-02-06, Military and Veterans Code 999 and Best Practices of Title 49 Code of Federal Regulations, Part 26 "Participation by Disadvantaged Business Enterprises in the Department of Transportation Assistance Programs," Small Business, including Disadvantaged Business Enterprises (DBEs), Disabled Veterans Business Enterprises (DVBE's), and Microbusinesses (MB's) (collectively, "Small Business" or "SB's") are to be provided fair and equitable access and the maximum practicable opportunities to participate in all phases of the Authority's contracting process.

The Authority is committed to and has given its assurance to its funding partners that it will develop and implement a Small and Disadvantaged Business Enterprise Program.

More detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program is located on the Authority's website:

http://www.hsr.ca.gov/Programs/Small_Business/index.html

To maximize SB participation, for this procurement, the Authority is using the Small Business Option of procurement.

Equal Employment Opportunity and Nondiscrimination

The Proposer will be required to follow State and Federal Equal Employment Opportunity and Nondiscrimination laws and regulations.

The Proposer shall not discriminate against any employee or applicant for employment, or harass or allow harassment of any employee because of race, religion, color, ethnicity, gender, disability, sex, age or national origin. The Proposer shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, ethnicity, gender, disability, sex, age or national origin. Such actions shall include, but are not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Proposers are also more specifically advised that the Contractor must comply with Section 1735 of the California Labor Code, which reads as follows;

“A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.”

RFP CANCELLATION AND AMENDMENTS

If it is in the State’s best interest, the Authority reserves the right to do any of the following:

- A. Cancel this RFP;
- B. Revise RFP submittal date and schedule;
- C. Revise the amount of funds available under this RFP;
- D. Amend this RFP as needed; or
- E. Reject any or all Proposals received in response to this RFP.

If the RFP is amended, the Authority will post an addendum on BidSync and email all parties who previously requested the RFP. Modifications or clarifications will be given by written notice, and posted on BidSync to all parties who requested the RFP, without divulging the source of the request for clarification.

Contract Amendment

This Contract may be amended to make changes, including without limitation: additional funds, additional time, additional or modified tasks, and additional or modified terms. Amendments may be made without competitively bidding, so long as the amendment is exempt from competitive bidding pursuant to Public Contract Code, Section 10335, Government Code, Section 11010.5 and the State Contracting Manual.

Modifying or Withdrawal of Proposal

A Proposer may, by letter to the Contact Person at the Authority, withdraw or modify a submitted Proposal before the deadline to submit proposals. **Proposals cannot be changed after that date and time.** A Proposal cannot be “timed” to expire on a specific date. For example, a statement such as the following is non-responsive to the RFP: “This proposal and the cost estimate are valid for sixty (60) days.”

IMMATERIAL DEFECT

The Authority may waive any immaterial defect or deviation contained in a Proposer’s proposal. The Authority’s waiver shall in no way modify the proposal or excuse the successful Proposer from full compliance.

PAYEE DATA RECORD

The Contractor awarded this Contract must have completed and submitted form STD 204, Payee Data Record, to determine if the Contractor is subject to an eight point eighty-four percent (8.84%) State Income Tax withholding pursuant to California Revenue and Taxation Code Sections 18662, 18805, and 26131.

No payment shall be made unless the Payee Data Record form has been completed and returned to the Authority and approved by the Authority.

DISPOSITION OF PROPOSER’S DOCUMENTS

Upon cost proposal opening, all documents submitted in response to this RFP shall become the property of the Authority and shall be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and are subject to review by the public.

CONTRACT REQUIREMENTS

The Notice of Proposed Awards (NOPA) will be posted for five (5) working days at the Authority’s headquarters in Sacramento, and on the Authority’s web site. In addition, each Proposer under this solicitation will be emailed a copy of the NOPA for this solicitation.

The Authority will not consider any changes to the Contract “terms and conditions” contained in this RFP. If, for any reason, a successful Proposer does not sign the Contract documents within the time allotted, the Authority may eliminate that Proposal from its award list and select the next lowest cost Proposal for funding from the order of eligible proposals under the Solicitation.

The content of this RFP shall be incorporated by reference into the final contract. See the sample Contract terms and conditions included in this RFP, page 46.

Maintain Software Compatibility

Software must be compatible with the Authority's software. This means ensuring capability in MS Office programs for PC-type computers or other appropriate task-dependent formats for desktop publishing. MS Office programs include MS Word, Access, and Excel. If the Authority's standards change, the Prime Contractor shall ensure compatibility with the new standard(s). In some of the Task Order's, it may be necessary to provide information to the Authority in a format that is not compatible. If this is the case, request exemptions to the electronic file format in writing at least 30 days before the deliverable is submitted.

No Contract Until Signed and Approved

No contract between the Authority and the successful Proposer is in effect until the contract is signed by the Contractor, the Authority, and approved by the Department of General Services, Office of Legal Services.

Audit

The Bureau of State Audits and the Authority may audit a Contract awarded under this RFP up to a period of three years after the final payment or termination of the Contract.

Unsuccessful Proposals

After the Notice of Proposed Award is posted, each unsuccessful Proposer may request a debriefing meeting with the Authority Contracts Office. The meeting shall be requested within five (5) business days from the date that the Notice of Proposed Award. The debriefing meeting is an opportunity for an unsuccessful Proposer to learn why their particular proposal was not successful and may provide insight to improving proposal preparation for future solicitations.

Contract Payments and Invoicing

Payments will be made on a reimbursement basis, after the recipient submits the appropriate report and invoice(s) to the Authority by the 10th of the month.

Five percent (5%) of the contract amount will be withheld as retention until the contract period ends and the Authority's Contract Manager determines the Project has been satisfactorily completed. The Authority will withhold five percent (5%) from each invoice throughout the contract period, and then the Contractor will submit a retention invoice once all contract deliverables have been satisfactorily completed.

All invoices must be submitted with a completed payment request form, as specified by the Authority, and accompanied by all backup documentation. The backup documentation must include copies of paid invoices and receipts detailing specific purchases, the services produced, and personnel time records where appropriate.

Authority staff must approve all invoices. Such approval is subject to the Contractor's acceptable submittal of the required progress reports, other specified products, and the appropriateness of the invoiced expenses under the contract.

PROPOSERS' ADMONISHMENT

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Proposers, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Proposer responsibilities. Proposers must take the responsibility to read the RFP in its entirety, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed.

GROUND TO REJECT A PROPOSAL**A Proposal shall be considered non-responsive if:**

- A. The bid proposal is missing any of the required documents as stated in the RFP by the date and time listed herein.
- B. It is received after the exact time and date set for receipt of Proposal's pursuant to Public Contract Code, Section 10344.
- C. It is considered non-responsive to the Small Business participation requirements.
- D. It is lacking properly executed Certification Clauses.
- E. It is lacking a properly executed Darfur Contracting Act.
- F. It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Proposer.
- G. The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP.
- H. There is a conflict of interest as contained in Public Contract Code Sections 10410-10412, 10365.5, or the Authority's Organizational Conflict of Interest Policy.
- I. The Proposer is seeking confidentiality of its proposal or of its contents.
- J. The proposal is timed to expire on a specific date.
- K. It is not prepared in the mandatory format described.
- L. It is unsigned.
- M. The firm or individual has submitted multiple proposals this RFP.
- N. It does not literally comply or contains caveats that conflict with the RFP and the variation or deviation is not material, or it is otherwise non-responsive.
- O. A negative evaluation (STD204) has been filed with the Department of General Services Office (DGS) of Legal Services.

PROTEST PROCEDURES

A Proposer may file a protest against the proposed awarding of a contract. Once a protest has been filed, the proposed contract will not be awarded until either the protest is withdrawn, the Authority cancels the RFP or DGS decides the matter.

Please note the following:

- A. A protest is limited to the grounds contained in the California Public Contract Code Section 10345.
- B. During the five (5) working days that the NOPA is posted, protests must be filed with the DGS Office of Legal Services and the Authority Contracts Office.
- C. Within five (5) days after filing the protest, the protesting Proposer must file with the DGS and the Authority Contracts Office a full and complete written statement specifying the grounds for the protest if the original protest did not contain the complete protest grounds.
- D. If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Proposer and the Authority for the DGS hearing officer consideration.

VII. ARRA SPECIFIC IMPORTANT INFORMATION

ARRA-FUNDED PROJECT

Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

ENFORCEABILITY

Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

PROHIBITION ON USE OF ARRA FUNDS

Contractor agrees in accordance with ARRA, Provision 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.

WAGE RATE REQUIREMENTS

The Contractor assures that it and its sub-recipients shall fully comply with ARRA, Provision 1606, and 49 U.S.C. § 24405(c)(2), and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by, or assisted in whole or in part by, and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of labor in accordance with Subchapter IV of 40 U.S.C. chapter 31 (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Sta. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code. For project components that use or would use rights-of-way owned by a railroad, the Grantee shall comply with the provisions of 49 U.S.C. § 24405(c)(2), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. § 24312. For these purposes, wages in collective bargaining contracts negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For project components that do not use or would not use rights-of-way owned by a railroad, the Grantee will comply with the provisions of 40 U.S.C. § 3141 et seq.

INSPECTION OF RECORDS

In accordance with ARRA Sections 902, 1514, and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or its representative, or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or its representative to perform the following:

- A. Examine any records that directly pertain to, and involve transactions relating to, this contract; and

- B. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

Contractor shall include this provision in all of the contractor's contracts with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA-funded work.

WHISTLEBLOWER PROTECTION

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of any of the following:

- A. Gross mismanagement of a contract relating to ARRA funds
- B. A gross waste of ARRA funds
- C. A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds
- D. An abuse of authority related to implementation or use of ARRA funds
- E. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

FALSE CLAIMS ACT

Contractor agrees that it shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

REPORTING REQUIREMENTS

Pursuant to Section 1512(c) of the ARRA, in order for State agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the Authority's, Marcos Hernandez at 770 L Street, Suite 800, Sacramento, CA 95814, with the following information on a quarterly basis:

- A. The total amount of ARRA funds received by Contractor during the Reporting Period;
- B. The amount of ARRA funds that were expended or obligated during the Reporting Period;
- C. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including the following:
 - 1. The name of the project or activity;

2. A description of the project or activity;
 3. An evaluation of the completion status of the project or activity; and,
 4. An estimate of the number of jobs that were either created or retained or both by the project or activity.
- D. For any contracts equal to or greater than \$25,000, the following information must be included:
1. The name of the entity receiving the contract;
 2. The amount of the contract;
 3. The transaction type;
 4. The North American Industry classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 5. The Program source;
 6. An award title descriptive of the purpose of each funding action;
 7. The location of the entity receiving the contract;
 8. The primary location of the contract, including the city, state, congressional district, and country;
 9. The DUNS number, or name and zip code for the entity headquarters;
 10. A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and,
 11. The names and total compensation of the five (5) most highly compensated officers of the company if it receiving all of the following:
 - a) 80 percent or more of its annual gross revenues in Federal awards;
 - b) \$25 million or more in annual gross revenue from Federal awards; and,
 - c) If the public does not have access to information about the compensation of senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of Internal Revenue Code of 1986.
- E. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of the Contractor that the information contained in the report is accurate;
- F. Any other information reasonably requested by the State of California or required by State or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, were published in the Federal Register on April 1, 2009 [74 FR 14824], and available online at <http://www.federalreporting.gov>

VIII SAMPLE EVALUATION DOCUMENTS

Criteria for Evaluation of Consultant Technical Proposals			
Technical Proposal Evaluation			Possible Points
Proposer:			70
I. CLARITY AND ORGANIZATION OF PROPOSAL RESPONSE --5 POSSIBLE POINTS			
The Extent to Which:	Possible Points	Score	Consensus Determination
1. The proposal is well-organized, well-written, and complete. And The proposal is in a logical flow	5		
II. CONTRACTOR'S UNDERSTANDING OF THE AUTHORITY'S REQUEST -- 5 POSSIBLE POINTS			
The Extent to Which:	Possible Points	Score	Consensus Determination
1. The Proposer demonstrates an understanding of the breadth and depth of the scope of work	5		
III. CONTRACTOR'S APPROACH TO TECHNICAL WORK -- 20 POSSIBLE POINTS			
The Extent to Which:	Possible Points	Score	Consensus Determination
1. Research Methodology: The Proposer presents a sound approach for accomplishing the objectives of the proposal that meet 49 CFR, Part 26.	10		
2. Project Requirements: The Proposer Presents a sound approach to identify and respond to key major points of 49 CFR, Part 26 in reference to court decisions and identified Authority issues.	10		
IV. CONTRACTOR'S APPROACH TO PROJECT MANAGEMENT -- 10 POSSIBLE POINTS			
The Extent to Which:	Possible Points	Score	Consensus Determination
1. Research Methodology: The Proposer presents a sound approach for accomplishing the objectives of the proposal that meet 49 CFR, Part 26.	5		

2. Project Requirements: The Proposer Presents a sound approach to identify and respond to key major points of 49 CFR, Part 26 in reference to court decisions and identified Authority issues.	5		
V. CONTRACTOR'S QUALIFICATIONS & EXPERIENCE -- 10 POSSIBLE POINTS			
The Extent to Which:	Possible Points	Score	Consensus Determination
Internal Organization and Size			
1. Does the organization appear capable in size and experience to meet the needs and goals of the scope of work?	5		
2. How well do the references support the qualifications and experience requirements?	5		
VI. STAFF/SUBCONTRACTOR'S QUALIFICATIONS & EXPERIENCE: -- 20 POSSIBLE POINTS			
The Extent to Which:	Possible Points	Score	Consensus Determination
Contractor Team Organization			
1. Proposer provides evidence of experience facilitating Disparity and Availability Studies.	15		
2. Proposer provided all the relevant resumes of all sub-contractors and staff that will be assigned to the project.			
3. Resumes clearly indicated qualifications in terms of experience.	5		
A passing score of 60 out of 70 available technical points is required to proceed to the Cost Proposal Opening.			

IX SAMPLE CONTRACT DOCUMENTS AND EXHIBITS

BID CHECKLIST

Please review the following checklist for a list of documents that must be returned with your bid package. Please read the California High-Speed Rail Authority's General Terms and Conditions before signing and submitting your bid package. The State does not accept alternate language from a Proposer. A bid with such language shall be considered a counter proposal and shall be rejected. The State's General Terms and Conditions (GTC) are not negotiable. Unless otherwise noted, failure to include the required documents shall be cause for bid rejection.

DOCUMENTS REQUIRED WITH SUBMISSION OF BID

- ☐ Bid Sheet (*must be signed and include all pages*)
- ☐ Bid/Proposer Certification Sheet
- ☐ Proposer References
- ☐ Darfur Contracting Act Certification (*Submit only if your company has had any business activities or other operations outside of the United States within the previous three years.*)
- ☐ Contractor Certification Clauses (CCC) (*CCC must be submitted if not currently on file. If on file, please submit a copy of the previously signed document.*)
- ☐ Copy of Contractor's License (California Business License)
- ☐ Copy of Contractor Key Personnel Resumes

SMALL BUSINESS PROGRAM

- ☐ Current Small Business Certification from Office of Small Business and DVBE Services (OSDS)

DVBE PARTICIPATION PROGRAM

- ☐ DVBE Declaration (Std. 843)
- ☐ Proposer Declaration (GSPD-05-105)
- ☐ Current DVBE Firm Certification from DGS/OSDS
- ☐ DVBE Advocate's Notification of Compliance (*if obtained in advance from the DVBE Advocate*)

ADDITIONAL STATE MANDATED PREFERENCE PROGRAMS

Required only when the bidding firm claims one or more of the following

- ☐ Target Area Contract Preference Act (TACPA) (Std. 830)
- ☐ Enterprise Zone Act (EZA) (Std. 831)
- ☐ Local Area Military Base Recovery Act (LAMBRA) (Std. 832)

DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION/BID AWARD

These documents are not required at the time of bid submittal; however these documents shall be required of the awarded firm upon contractor selection/bid award.

- ☐ Payee Data Record (Std. 204)
- ☐ Certificate(s) of Insurance

Print

Clear

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD 204 (Rev. 6-2003)

<div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; display: flex; align-items: center; justify-content: center;">1</div>	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.																																									
<div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; display: flex; align-items: center; justify-content: center;">2</div>	PAYEE'S LEGAL BUSINESS NAME (Type or Print) <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%; padding: 5px;">SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td><td style="width: 40%; padding: 5px;">E-MAIL ADDRESS</td></tr><tr><td style="padding: 5px;">MAILING ADDRESS</td><td style="padding: 5px;">BUSINESS ADDRESS</td></tr><tr><td style="padding: 5px;">CITY, STATE, ZIP CODE</td><td style="padding: 5px;">CITY, STATE, ZIP CODE</td></tr></table>			SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE																																	
SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS																																									
MAILING ADDRESS	BUSINESS ADDRESS																																									
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE																																									
<div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; display: flex; align-items: center; justify-content: center;">3</div> <div style="margin-top: 5px;">PAYEE ENTITY TYPE CHECK ONE BOX ONLY</div>	<div style="display: flex; justify-content: space-between;"><div style="width: 80%;">ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table></div><div style="width: 15%; font-size: small;">NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</div></div> <div style="margin-top: 10px;"><table style="width: 100%;"><tr><td style="width: 35%; vertical-align: top;"><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST</td><td style="width: 60%; vertical-align: top;">CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS</td></tr></table><div style="display: flex; align-items: center; margin-top: 10px;"><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table></div><div style="font-size: x-small; text-align: right; margin-top: 5px;">(SSN required by authority of California Revenue and Tax Code Section 18646)</div></div>																					<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST	CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS																			
<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST	CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS																																									
<div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; display: flex; align-items: center; justify-content: center;">4</div> <div style="margin-top: 5px;">PAYEE RESIDENCY STATUS</div>	<div style="display: flex; flex-direction: column; gap: 10px;"><div><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</div><div><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.<div style="margin-left: 20px;"><input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</div></div></div>																																									
<div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; display: flex; align-items: center; justify-content: center;">5</div>	<div style="text-align: center; padding: 10px;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</div> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%; padding: 5px;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td><td style="width: 30%; padding: 5px;">TITLE</td></tr><tr><td style="padding: 5px;">SIGNATURE</td><td style="padding: 5px;">DATE</td></tr><tr><td style="padding: 5px;"></td><td style="padding: 5px;">TELEPHONE ()</td></tr></table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE	DATE		TELEPHONE ()																																	
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE																																									
SIGNATURE	DATE																																									
	TELEPHONE ()																																									
<div style="border: 1px solid black; width: 30px; height: 30px; margin: auto; display: flex; align-items: center; justify-content: center;">6</div>	<div>Please return completed form to: Department/Office: <u>California High-Speed Rail Authority</u> Unit/Section: <u>Office of Procurement and Contracts</u> Mailing Address: <u>770 L Street, Suite 800</u> City/State/Zip: <u>Sacramento, CA 95814</u> Telephone: (916) _____ Fax: (916) <u>322-0827</u> E-mail Address: _____</div>																																									

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ☐ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NWSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NWSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999.2 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NWSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NWSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

- Enter "N/A" if the:
- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
 - Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/ Manager)	_____ (Date Signed)
_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/Manager)	_____ (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

_____ (Printed Name)	_____ (Signature)	_____ (Date Signed)
_____ (Address of Owner)	_____ (Telephone)	_____ (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____ (Printed Name of DV Manager)	_____ (Signature of DV Manager)	_____ (Date Signed)
---------------------------------------	------------------------------------	------------------------

Page ____ of ____

PRINT

CLEAR

PROPOSER REFERENCES

List below three references for services performed, which are similar to the scope of work to be performed under this contract.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service			
Brief Description of Service Provided:			
REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service			
Brief Description of Service Provided:			
REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Dates of Service			
Brief Description of Service Provided:			

CONTRACTOR CERTIFICATION CLAUSES

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Proposer Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

A. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

B. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the person's or organization's policy of maintaining a drug-free workplace;
 - c. any available counseling, rehabilitation and employee assistance programs; and,
 - d. penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Contract will:
 - a. receive a copy of the company's drug-free workplace policy statement; and,

- b. agree to abide by the terms of the company's statement as a condition of employment on the Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Contractor may be ineligible for award of any future State contracts if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

C. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contract Code §10296) (Not applicable to public entities.)

D. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

E. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

F. SWEAT-FREE CODE OF CONDUCT:

1. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
2. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

G. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

H. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Contract, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1. For the (2) two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the (12) twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the (12) twelve-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Contract void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

I. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Contract. (Labor Code Section 3700)

J. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

K. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Contract. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

L. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

1. When contracts are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
2. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

3. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

M. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

N. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

O. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

SAMPLE STANDARD CONTRACT

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

Agreement Number
HSR

Registration Number

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
California High-Speed Rail Authority
CONTRACTOR'S NAME
2. The term of this Agreement is: March 1, 2013 through February 28, 2014
3. The maximum amount of this Agreement is: \$21,600.00
Twenty One Thousand, Six Hundred Dollars
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
Exhibit A – Scope of Work 2 page(s)
Exhibit B – Budget Detail and Payment Provisions 3 page(s)
Exhibit C* – General Terms and Conditions GTC 610*
Exhibit D – Special Terms and Conditions 5 page(s)
Exhibit E – Additional Provisions 2 pages(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California High-Speed Rail Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

, Chief Executive Officer

ADDRESS

770 L Street, Suite 800
Sacramento CA 95814

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A SCOPE OF WORK

A. PURPOSE

Contractor Name (Contractor) agrees to provide to California High-Speed Rail Authority (Authority) with a Business Market Availability and Disparity Study (Study). The Study will include two main components: a depiction on current market availability of small businesses, disabled veteran business enterprises, minority-owned firms, women-owned firms in railroad, or similarly related engineering and construction industries; and a disparity analysis on the utilization of minority owned, women owned and DBE firms on Authority Professional services and construction contracts. DBEs and socioeconomically disadvantaged individuals (group) as defined in the CFR Title 49, subpart A, Section 26.5.

B. LOCATION

The Contractor shall have limited access to the Authority's facilities to review contract documents. The primary location for the contract documents are at:

770 L Street, Suite 800
Sacramento, California 95814

A visitor's cubicle will be arranged by appointment to access the contract documents.

The Contractor shall perform all other services for this project at the Contractor's facility.

C. CONTACT INFORMATION

The project representatives (Contract Managers) during the term of this contract shall be:

CALIFORNIA HIGH-SPEED RAIL AUTHORITY	(CONTRACTOR TBD)
Name: Robert Padilla	Name: TBD
Phone: (559) 445-5162	Phone: TBD
Fax: (916) 322-0827	Fax: TBD
Email: robert.padilla@hsr.ca.gov	Email: TBD

Project representatives may be changed by written notice to the other party.

D. DESCRIPTION OF SERVICES

Contractor shall provide a depiction of current market availability of SB, DVBE, MBE, WBE and DBE firms who are ready, willing and able to pursue the high-speed rail project contracts.

The Contractor shall provide an analysis on the utilization and disparity of the minority-owned firms, women-owned firms and DBE firms in the Authority professional services and construction contracts. DBEs and socioeconomically disadvantaged individuals (group) are defined in the 49 CFR Part 26, Section 26.5.

EXHIBIT A SCOPE OF WORK

The Contractor shall incorporate the availability and disparity analysis to complete an Availability/Disparity Study (Study). The Study will be transmitted by the Authority to FRA.

E. TASK 1: AVAILABILITY AND DISPARITY ANALYSIS

The Contractor shall provide an analysis on current market business availability of SB/DBE/DVBE/MBE/WBE firms in the railroad, or similarly related engineering and construction industries. The Contractor shall provide a disparity analysis on the utilization of MBE/WBE and DBE firms, in Authority Professional Services and construction contracts awarded between July 1, 2006 and June 30, 2013.

Task 1.1 Analysis:

1. Research, identify and compile data on the market availability of businesses in California, including DVBEs, SBs, DBEs, MBEs, WBEs, and, in railroad related industries or similarly related engineering and construction projects.
2. Identify, in consultation with the Authority, the factors to be considered in determining whether disparities for DBE/MBE/WBE exist in the Authority's awarded contracts the Study period.
3. Research, identify and compile data on DVBE/SB/DBE/MBE/WBE utilization in the Authority's Professional Services (including Architect and Engineering), Design-build, and construction contracts for the time period of July 1, 2006 to June 30, 2013. The Contractor shall review the contracts in paper and electronic format at the Authority's locations. The Contractor shall provide no more than one (1) individual at the Authority's locations at one time and shall utilize the available visitor's cubicle to review the documentation. The utilization analysis shall include DVBE/SB/DBE/MBE/WBE subcontract utilization at any tier on Authority awarded contracts.
4. Identify from the utilization data, a disparity analysis on the utilization of MBE/WBE and DBE firms in the Authority's professional services and construction contracts.

Task 1.2 Guidelines, Standards, and Requirements:

1. Apply as appropriate, 49 CFR Part 26, "U.S. Department of Transportation DBE Program," overall goal setting and methodology for DBE participation.
2. Apply as appropriate, Title VI of the Civil Rights Act of 1964 and related statutes as they apply to SBs.
 - a. Title VI states that "Simple justice requires that public funds, to which all taxpayers of all races [colors, and national origins] contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial [color or national origin] discrimination."

EXHIBIT A
SCOPE OF WORK

3. Apply the Authority's SB/DBE Program plan.
4. Consider using information from relevant existing transportation Availability and Disparity Studies that may provide the Study with more statistically sound applications for availability and disparities.
5. Apply as appropriate the National Cooperative Highway Research Program (NCHRP) Report 644, Guidelines for Conducting a Disparity and Availability Study for the Federal DBE Program and NCHRP Synthesis 416, Implementing Race-Neutral Measures in State Disadvantaged Business Enterprise Programs. These documents are available at the Transportation Research Board's website www.trb.org/Main/Home.aspx.

Task 1.3 Methodology:

The Contractor shall:

1. Describe the overall approach to the work, specific techniques that will be used and specific administrative and operational management expertise that will be employed.
2. Detail the methodology used to determine SB/MBE/WBE/DBE/DVBE availability.
3. Detail the methodology to be used to determine disparity, if any, in the utilization of MBE/WBE/DBE in the Authority's Professional and construction awarded contracts.

F. TASK 2: CONTRACTOR MEETINGS

The Contractor shall:

1. Meet with the Authority ACM and/or Executive Management Team in person in Sacramento up to nine (9) times during the term of this Contract, on dates as determined by the Authority.
2. Attend a kick-off meeting, with the Authority Contract Manager (ACM), in Sacramento to be scheduled within one week of the full execution of this Contract.
3. Assist in the preparation of Authority's Board of Directors (Board) meeting materials related to the Study. Be available to attend and or present at a minimum of three (3) Authority Board meetings, as determined by the Authority.
4. Meet with the ACM a minimum of once every two weeks to provide project progress reports, identify concerns and issues that may impact the project delivery schedule. The meetings may be held telephonically as determined by the ACM.

EXHIBIT A SCOPE OF WORK

G. TASK 3 PUBLIC PARTICIPATION MEETINGS

The Contractor shall conduct up to five (5) public participation meetings to facilitate the public's anecdotal input into the Study.

Task 3.1 Scheduling:

1. Facilitate up to five (5) public meetings. The meetings shall be designed to engage the representative public to provide input to the Study through various written methods and oral anecdotal comments.
2. Coordinate the meetings and notifications through the Authority's External Affairs unit. Meeting schedules and public publication notices shall be pre-approved by the Authority in advance.
3. Schedule meetings geographically between Sacramento, San Francisco, and Southern California. Authority representatives may attend the public meetings as observers or have self-appointed roles such as public meeting moderator.
4. Secure the meeting locations, note takers, interpreters, audio equipment, publish meeting announcements in trade association publications and community based circulars and other activities needed to facilitate successful public participation meetings. Electronic publications/notifications are acceptable means of publishing the meeting announcements.

Task 3.2 Handouts:

1. Prepare and distribute appropriate handouts at each public meeting. The handouts shall be pre-approved by the Authority, prior to distribution.

Task 3.3 Incorporate Public Participation Summary:

1. Contractor shall incorporate, as appropriate, written and anecdotal comments in the Final Study.

H. TASK 4 REPORTS

The Contractor shall prepare and submit a monthly Activity Report and draft components of the Study as tasks and chapters of the Study are completed.

Task 4.1 Activity Report:

Provide the ACM with a monthly Activity Report. The Activity Report will document the progress through tasks, identify any issues or concerns and include the personnel classification, personnel hours used, as well as records to support reported activities; and will include the proposed major activities for the following month.

EXHIBIT A SCOPE OF WORK

1. Submit a monthly Activity Report to the ACM no later than the 10th calendar day of the month. If the tenth falls on a weekend or state holiday, the due date will roll to the next business day.

Task 4.2 Study

1. Submit to the ACM components of the Study as major tasks are completed and each chapter of the Study as they are completed. Each of the Contractor's submittal(s) will be reviewed by an Authority team who will comment on the submittal(s) and return the submittal(s) to the Contractor, with comments or approval, for inclusion in the final draft Study. The final draft Study is due to the Authority within eighty (80) days from date of contract execution. The Authority Team will work harmoniously with the Contractor to review, comment and return the submittal(s) timely so as to complete the final draft Study as stated in this section.
2. The Study shall include the availability of SB/MBE/WBE/DBE/DVBE's willing, able and ready to perform work on Authority rail projects, and the disparity analysis of MBE/WBE/DBE's on the Authority's contracts.
3. Study to contain the information listed in the "Final Study" section 4.3.
4. Collaborate with the Authority to address any comments or questions posed by the FRA or United States Department of Transportation (USDOT) with regard to the Study by incorporating any additional information or provide clarification. The Authority will be the sole individual to communicate, in writing or orally with FRA or USDOT regarding this project.

Task 4.3 Submission of Final Study and Contents

1. Submit the Final Study to the Authority within one hundred (100) days from the date of execution of the contract.
 - a) The Final Study shall incorporate all previously reviewed and approved Chapter sections as directed by the ACM.
2. Include recommendations for improving the Authority's current SB/DBE Program.
3. Identify pertinent Study activities which may include, but not be limited to, undertaking interviews, surveys, collection of quantitative data, performing required analyses, and collection of pertinent anecdotal information, which shall be included in the report.
4. Provide a description of the information considered and the methodology employed to select or exclude information. The weight given to the categories of information, findings, recommendations, spreadsheets and samples as applicable.

EXHIBIT A
SCOPE OF WORK

5. Consider including the following sections in the report: (1) Availability of **SB/MBE/WBE/DBE/DVBE's**; (2) Report data geographically; (3) Capacity; (4) Marketplace Conditions; (5) Utilization; (6) Disparity Analysis; and (7) other pertinent information as applicable.
6. Address and quantify the availability of certified and noncertified SB/DVBE/MBE/WBE/DBE firms and who are ready, willing and able to participate in the Authority contracts, or similarly related engineering and construction industries.
7. Address whether under-utilization of MBE/WBE/DBEs in FRA federal-aid contracts exists.

Task 4.4 Study sections (Chapters).

The final Study should contain sections and Chapters that address:

- A. Executive Summary
- B. Table of Contents
- C. Introduction/Background
- D. Regulatory Framework Analysis – setting forth any guidance derived from applicable statutes, regulations and relevant cases with citations to sources relied on
- E. Methodology—pertinent methodologies used for the Availability and Disparity, public participation, anecdotal findings and assumptions made for each major component of the Study.
- F. Analysis of **SB/MBE/WBE/DBE/DVBE's** Availability –
- G. Utilization and Disparity Analysis
- H. Definition section – (optional)
- I. Program Recommendations
- J. Appendices

Task 4.5 Final Study Submittal

Provide ten (10) hard copies of the final Study and one compact disc which contains the Study in a version that the Authority may edit the contents in Microsoft Word, Excel or another pre-agreed computer software, as directed by the ACM. Provide all Study materials, on a compact disk, in a computer software version as directed by the ACM, at the end of the contract period or sooner as requested by the Authority.

I. TASK 5: STUDY REPORT TECHNICAL ASSISTANCE:

Through the entire contract period, the Contractor shall provide staff as technical assistance, as requested by the ACM, to the Authority; to participate in meetings (in person and or teleconference), address questions and concerns, make presentations, prepare correspondence and review documents relevant to the Availability/Disparity Study report.

Task 5.1: Technical Assistance

EXHIBIT A SCOPE OF WORK

1. Provide Availability/Disparity Study technical assistance to include assisting the Authority to respond to written and oral questions from the Authority Board, FRA, USDOT, public, and other entities, regarding the Study project, progress, findings, final Study, recommendations, data analysis, etc.
2. As requested by the ACM, prepare correspondence, information for presentations, talking points and other technical assistance tasks as needed.

J. SCHEDULE OF KEY TASK DELIVERABLES AND DATES

Tasks 1, 3 and 4 shall be completed within 80 business days from date of full contract execution.

The contract period is twelve (12) months from the date of final contract execution.

Task	Event/Deliverable	Due Date Based on Estimated Start Date of August 22, 2013
1	Complete and submit Final Availability and Disparity Study	No later than December 6, 2013
3	Hold up to 5 Public Participation Meetings from Sacramento to Southern California	No later than September 30, 2013
4.2	Submit Draft Study to Authority, including anecdotal comments from public participation meetings; for comment/revision. Contractor must submit Study sections and major tasks deliverables as described in Task 4.2 with the goal to complete a draft Study by due date as described herein.	November 15, 2013
4.3-4.4	Submit Final Study to Authority	December 6, 2013
5-5.1	Assist Authority-- responses/letters, questions/technical assistance as requested.	START DATE to 2014 (approximately August 21, 2014) Contract Termination

K. STATE RESPONSIBILITIES

1. The Authority will provide access to the contract files.

The contract files are all located in the Authority's office at 770 L Street, Sacramento, California 95814. There are approximately sixty (60) professional services and construction contracts awarded in the study period.

**EXHIBIT A
SCOPE OF WORK**

2. The Authority will provide the Contractor with access to contract documents and databases.
The Contractor shall be required to identify the data fields and extract the information directly from the Authority contract files and/or databases.
3. The Authority will not be responsible for collecting, compiling, copying or creating new databases for the Study.
4. The Authority contract and accounting databases are in Microsoft word and excel format.
5. The Authority will provided limited access to the Authority's facilities to review contract documents. The primary location for the contract documents are at:

770 L Street, Suite 800
Sacramento, California 95814

A visitor's cubicle will be arranged by appointment to access the contract documents.

L. AMENDMENT (CHANGE IN TERMS)

1. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved by the Authority's Executive Director and DGS Office of Legal Services. No oral understanding or contract not incorporated in contract is binding on any of the parties.
2. The Contractor shall only commence work covered by an amendment after the amendment is fully executed and notification to proceed has been provided by the Authority's Contract Manager.

M. LICENSES AND PERMITS

1. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at its sole expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract.
2. If the Contractor is located within the state of California, a business license from the city/county in which the Contractor is headquartered is necessary; however, if the Contractor submitting a proposal is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If the Contractor's headquarters is located outside the State of California, the Authority requires a copy of the business license or incorporation papers for the company's respective state showing that the company is in good standing in that state, and proof of registration as a foreign corporation qualified to do business in California.
3. In the event any license(s) and/or permit(s) expire at any time during the term of this Contract, Contractor agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all

EXHIBIT A SCOPE OF WORK

times all required license(s) and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

N. OWNERSHIP OF DATA

1. During the term of this contract and upon completion any and all work under this Contract, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Contract will automatically be vested in the Authority and no further contract will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data needed to complete the review and approval process.
2. The Contractor is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the Authority of the machine readable information and data provided by the Contractor under this contract; further, the Contractor is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Authority of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Contractor.
3. Any sub-contract, entered into as a result of this Contract, shall contain all of the provisions of the Ownership of Data clause.

O. CONFIDENTIALITY OF DATA

1. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure.
2. Permission to disclose information on one occasion or public hearing held by the Authority relating to this Contract shall not authorize the Contractor to further disclose such information or disseminate the same on any other occasion.
3. The Contractor shall not comment publicly or to the press or any other media regarding this Contract or the Authority's actions on the same, except to the Authority's staff, Contractor's own personnel involved in the performance of this Contract, at public hearings, or in response to questions from a Legislative committee.
4. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Contract without prior review and approval of the contents thereof by the Authority and receipt of the Authority's written permission.

EXHIBIT A
SCOPE OF WORK

5. All information related to any construction estimate is confidential and shall not be disclosed by the Contractor to any entity other than the Authority.
6. Any subcontract entered into as a result of this Contract shall contain all of the provisions of the Confidentiality of Data clause.

EXHIBIT B
INVOICING AND PAYMENT TERMS

A. INVOICING AND PAYMENT

Contractor shall submit three (3) copies of the invoice to the California High-Speed Rail Authority, with supporting reports and documentation to the Authority Contract Manager. The State shall not accept an invoice for work that has not been approved and shall return the invoice as a disputed invoice to the Contractor.

Invoices shall be submitted no more often than monthly in arrears, bearing the Contract Number HSR12-38. Certified Small business Contractors must identify their certified small business status on the invoice.

Contractor must submit three copies of each invoice and supporting reports and documentation to the following address in order to expedite approval and payment:

The Authority Accounting Office
Contracts Payable Unit
P.O. Box 942836
Sacramento, California 94236-0001

Contractor shall also submit (either by regular mail or email) one additional copy of invoice and supporting reports and documentation to the Contract Manager:

Robert Padilla
SB/DVBE Advocate
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, California 95814
or
robert.padilla@hsr.ca.gov

Undisputed invoices shall be paid within forty-five (45) days of the date received by the Authority Accounting Office.

B. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and the Contractor shall not be obligated to perform any provisions of this Contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the California High-Speed Rail Authority shall have the option to either: cancel this Contract with no liability occurring to the California High-Speed Rail Authority, or offer a Contract Amendment to Contractor to reflect the reduced amount.

C. PROMPT PAYMENT CLAUSE

Payment shall be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

EXHIBIT B, ATTACHMENT I
BID SHEET

The Labor and Indirect Costs indicated below shall be used solely for computing the cost as a fair and equitable formula to determine the low Proposer and is not binding on the contracting agency. However, the actual costs quoted below by the Proposer shall bind the Contractor for the term of the Contract.

The proposing firm hereby agrees to provide all labor, materials, licenses, permits, and transportation necessary to perform all services required for the work in accordance with Exhibit A, Scope of Work. The rates listed on this Proposal Sheet shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.

The proposing firm is required to submit a proposal for each item. Failure to indicate a dollar amount in any item will be grounds to reject the entire proposal. A zero dollar (\$0.00) amount listed for any and all items will be interpreted and understood by the State to mean that the proposing firm indicating a zero dollar amount shall perform any such services, up to and including the quantity indicated, at no cost to the state.

Labor Costs

Labor Classification	Proposed Hours	Contractor Rate	Cost
Project Manager			\$
Assistant Project Manager			\$
TBD by Proposer			\$
TBD by Proposer			\$
Statistician or Equivalent			\$
TBD by Proposer			\$
Subcontractor			\$
Labor Cost Subtotal			\$

Indirect Costs

Indirect Costs		Contractor Rate	Cost
Availability/Disparity Study			\$
Public Participation Meetings			\$
Reproduction of Final Study			\$
Responses/Letters*			\$
Supplies*			\$
Other Direct Costs*			\$
Other Indirect Costs*			
Direct/Indirect Costs Subtotal			\$

(*) must be itemized

(Labor costs subtotal) + (Direct/Indirect Costs Subtotal) = _____ Total Bid

EXHIBIT B, ATTACHMENT I
BID SHEET

I certify under penalty of perjury under the laws of the state of California, the foregoing is true and correct.

NO GUARANTEE OF WORK UNDER THIS CONTRACT. In the event of computational error, unit prices will prevail over extended totals. AUTHORITY will check proposal calculations and recalculate proposal totals.

Company Name

Printed Name and Title of Proposer

Signature of Proposer

Date

EXHIBIT C
GENERAL TERMS AND CONDITIONS

This is a placeholder page.

Under the California High-Speed Rail Authority' standardized contract process, a hardcopy of Exhibit C is not included in the standard contract package or in this solicitation document. As indicated on the Std. 213, a copy of Exhibit C can be found at the internet site: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>.

If you do not have internet access please contact the Contract Analyst below to receive a copy:

Marcos Hernandez
(916) 403-6928
marcos.hernandez@hsr.ca.gov
770 L Street, Suite 800
Sacramento, California 95814

EXHIBIT D –
SPECIAL TERMS AND CONDITIONS FOR CALIFORNIA HIGH-SPEED RAIL AUTHORITY
(OVER \$5,000 STANDARD PAYABLE)

A. EXCISE TAX:

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.

B. RESOLUTION OF DISPUTES:

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Contract Officer or the Contract Officer's designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Contract Officer or the Contract Officer's designee shall be final, unless appealed to a court of competent jurisdiction.

In the event of a dispute, the language contained within this contract shall prevail over any other language including that of the bid proposal.

C. PAYMENT RETENTION CLAUSE:

Five percent (5%) of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.

D. AGENCY LIABILITY:

The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. POTENTIAL SUBCONTRACTORS:

Nothing contained in this Contract or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

EXHIBIT D –
SPECIAL TERMS AND CONDITIONS FOR CALIFORNIA HIGH-SPEED RAIL AUTHORITY
(OVER \$5,000 STANDARD PAYABLE)

F. SUBCONTRACTING:

The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Contract. Any subcontractors, outside associates, or contractors required by the Contractor in connection with the services covered by this Contract shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Contract, or as are specifically authorized by the Contract Manager during the performance of this Contract. Any substitutions in, or additions to, such subcontractors, associates or contractors shall be subject to the prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Contract. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.

G. RENEWAL OF CCC:

Contractor shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.

H. REPORT OF RECYCLED CONTENT CERTIFICATION:

In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the contractor must complete and return the Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. The Form is attached to this Exhibit and made part of this contract by this reference.

I. TERMINATION: This section regarding termination is in addition to GTC 610.

The Authority reserves the right to terminate this Contract immediately in the event of breach or failure of performance by the Contractor, or upon thirty (30) calendar days written notice to the Contractor if terminated for the convenience of the Authority.

The Authority may terminate this Contract and be relieved of any payments except as provided for under early termination should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the Authority may proceed with the work in any manner deemed proper by the Authority. All costs to the Authority shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

J. COMPUTER SOFTWARE:

For contracts in which software usage is an essential element of performance under this Contract, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

K. PRIORITY HIRING CONSIDERATIONS:

**EXHIBIT D –
SPECIAL TERMS AND CONDITIONS FOR CALIFORNIA HIGH-SPEED RAIL AUTHORITY
(OVER \$5,000 STANDARD PAYABLE)**

For contracts, other than consulting services contracts, in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).

L. EQUIPMENT RENTAL CONTRACTS:

This provision shall apply to equipment rental contracts. The State shall not be responsible for loss or damage to the rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.

M. CONTRACTOR COOPERATION DURING INVESTIGATION:

Contractor agrees to cooperate fully in any investigation conducted by or for the Authority regarding unsatisfactory work or allegedly unlawful conduct by the Authority employees or the Authority contractors. The word "cooperate" includes but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.

N. CONFLICT OF INTEREST:

1. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Contract, the awarding agency must be contacted immediately for clarification.
 - a. Current State Employees: (PCC §10410)
 - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - b. Former State Employees: (PCC §10411)
 - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
2. Penalty for Violation:

EXHIBIT D –
SPECIAL TERMS AND CONDITIONS FOR CALIFORNIA HIGH-SPEED RAIL AUTHORITY
(OVER \$5,000 STANDARD PAYABLE)

- a. If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Contract void. (PCC §10420)
3. Members of Boards and Commissions:
 - a. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))
4. Representational Conflicts of Interest:

The Contractor must disclose to the Authority Program Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to the Authority. The Authority may immediately terminate this contract if the contractor fails to disclose the information required by this section. The Authority may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.
5. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”
6. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

O. ORDER OF PRECEDENCE:

In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

1. The General Terms and Conditions;
2. The Std. 213;
3. The Scope of Work;
4. Any other incorporated attachments in the Contract by reference

EXHIBIT E
ADDITIONAL PROVISIONS

A. COPYRIGHT

All rights in copyright works created by the Contractor in the performance of work under this contract are the property of the California High-Speed Rail Authority.

B. EVALUATION OF CONTRACTOR FOR CONTRACTOR CONTRACTS

Performance of the Contractor under this Contract shall be evaluated. At the conclusion of the contract, the evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 and forwarded to the Contract Services Office where they shall be filed. A copy of any negative evaluation for contracts over \$5,000 shall be sent to the Department of General Services, Office of Legal Services.

C. CERTIFICATE OF INSURANCE

1. General Provisions Applying to All Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the Authority at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – The Contractor shall provide to the Authority, within 5 business days following receipt by the Contractor, a copy of any cancellation or non-renewal of insurance required by this contract. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the Authority may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. Deductible – The Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the Authority.
- e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Department of General Services (DGS) Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the Authority must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.

EXHIBIT E
ADDITIONAL PROVISIONS

2. **Insurance Requirements:** The Contractor shall furnish to the Authority evidence of the following required insurance:

- a. **Commercial General Liability** – The Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include the following additional insured designation and endorsement:

“California High-Speed Rail Authority, State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this contract.”

The endorsement must be supplied under form acceptable to the DGS Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under the Contractor's insurance or supply evidence of insurance to the Authority equal to policies, coverages and limits required of the Contractor.

- b. **Automobile Liability** – The Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

- c. **Workers Compensation and Employers Liability** – The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who shall be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on Department owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the California High-Speed Rail Authority. A **waiver of subrogation in favor of the Authority** shall be provided.

- d. **Employee Dishonesty** –The Contractor shall maintain employee dishonesty insurance with limits of no less than \$50,000.00 each claim. The policy is to contain a loss payable clause for the Authority. The loss payable clause shall be provided.

- e. **Errors and Omissions/Professional Liability** -The Contractors shall maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate. The retro date shall be shown on the certificate of insurance and shall be no later than the date of this contract or the date work under this contract begins.

EXHIBIT E
ADDITIONAL PROVISIONS

Subsequent renewals of the insurance certificate shall be sent to Contracts Unit at 770 L Street, Suite 800, Sacramento, California 95814. This name and address shall appear on the certificate as the certificate holder.

D. FORCED, CONVICT, AND INDENTURED LABOR

No foreign-made equipment, materials, or supplies furnished to the California High-Speed Rail Authority pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor, or abusive forms of child labor or exploitation of children in sweatshop labor. By submitting a bid to the California High-Speed Rail Authority or accepting a purchase order, the Contractor agrees to comply with this provision of the contract.

E. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

F. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION:

This shall apply to all Contractors whose terms with the Authority require or permit access to Confidential or Sensitive Information in conducting business with the Authority or performing duties under a Contract with the Authority. The Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to Confidential and/or Sensitive Information in accordance with Attachment I. Also a Nondisclosure Certificate, Attachment II, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to the Authority prior to being allowed such access.

G. OWNERSHIP/INVENTORY/DISPOSITION OF STATE EQUIPMENT

The following is applicable to equipment purchased or furnished by other agencies and equipment purchased by the Contractor where such expense is charged to and/or reimbursed from contract funds.

No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the Authority. All equipment of any kind, purchased or reimbursed with contract funds or furnished by the Authority under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered Department equipment and the property of the Authority.

The Authority may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the Contractor's invoice to the Authority, or require the Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Authority with no expense to the Authority.

The Contractor should maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification

EXHIBIT E
ADDITIONAL PROVISIONS

(on purchased equipment), and any other information or description necessary to identify said equipment (SAM Section 8600). A copy of the inventory record must be submitted to A copy of the inventory record must be submitted to the Authority on request by the Authority.

EXHIBIT E, ATTACHMENT I
PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

1. For purposes of this Exhibit, “Contractor” means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the California High-Speed Rail Authority (“Authority”) pursuant to a contract, purchase order, research contract, grant or loan contract, joint powers contract, public works contract, or other contractual vehicle (collectively “Contract”). The term “Contractor” also includes Contractor’s officers and employees and Affiliates. For purposes of this Exhibit, the term “Affiliate” means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with the Contractor to carry out the terms of the Contract.
2. This Exhibit shall apply to all Contractors the terms of whose Contracts with the Authority require or permit access to Confidential or Sensitive Information in conducting business with the Authority or performing duties under a Contract with the Authority.
3. The Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, “Non-State Entity” shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, contractors, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, “Confidential Information” means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and “personal information” about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Authority.
6. For purposes of this Exhibit, “Sensitive Information” means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.

EXHIBIT E, ATTACHMENT I
PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

7. The Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.
8. The Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
9. The Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. The Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.
10. The Contractor shall notify Authority promptly if a security breach involving Confidential or Sensitive Information occurs or if the Contractor becomes legally compelled to disclose any Confidential Information.
11. The Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If the Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, the Contractor shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by the Contractor or the Contractor's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and the Contractor's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the Authority) without prior written approval from the Authority.

EXHIBIT E, ATTACHMENT I
PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

14. At or before the termination date of the Contract, the Contractor shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the Authority; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the Authority's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
15. The Contractor shall cooperate with the Authority's Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.
16. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

EXHIBIT E, ATTACHMENT II
NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit E, Attachment I of Contract No. HSR12-38 between Contractor Name and the California High-Speed Rail Authority. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit E, Attachment I. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate): _____

Date: _____

EXHIBIT E, ATTACHMENT III
TRAVEL AND PER DIEM EXPENSES

- A. In computing reimbursement for continuous short-term travel of more than twenty-four (24) hours and less than thirty-one (31) consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of twenty-four (24) hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day

2. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed
Trip ends at or after 2 p.m.	Lunch may be claimed
Trip ends at or after 7 p.m.	Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on a given date or during any twenty-four (24) hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:		
Breakfast	\$6.00	Receipts are not required for regular short-term travel meals
Lunch	\$10.00	
Dinner	\$18.00	
Incidentals	\$6.00	

Lodging:	
Statewide	Actual up to \$84.00 plus tax

When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursed will be for meals only at the rates and time frames set forth in Section B, Paragraph 1 below.

EXHIBIT E, ATTACHMENT III TRAVEL AND PER DIEM EXPENSES

- B. In computing reimbursement for continuous travel of less than twenty-four (24) hours, actual expenses, up to the maximum in number 3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:
1. Travel begins at or before 6 a.m. and ends at or before 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than twenty-four (24) hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than twenty-four (24) hours.
 2. Employees on short-term travel who stay in commercial lodging establishments or **commercial campgrounds** will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

LONG-TERM TRAVEL AND PER DIEM EXPENSES

- a. Employee maintains a separate residence in the headquarters area:
 - 1) Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from twelve (12) to twenty-four (24) hours at the long-term location. For travel of less than twelve (12) hours, the traveler may claim either \$24.00 in receipted lodging **or** \$24.00 in long-term meals.
- b. Employee does not maintain a separate residence in headquarters area:
 - 1) Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from twelve (12) to twenty-four (24) hours at the long-term locations. For travel of less than twelve (12) hours, the travelers may claim either \$12.00 in receipted lodging **or** \$12.00 in long-term meals.

MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 56.5 cents per mile.

There is no specific rate determined for the reimbursement for the personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities. In these cases, the 56.5 cents per mile reimbursement will apply. Reimbursement Rates shall not exceed rates payable to civil servants.

VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

<http://www.dgs.ca.gov/travel/Home.aspx>

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

A. FEDERAL REQUIREMENTS

1. The Contractor understands that the Authority has received Federal funding from FRA for the Project and acknowledges that it is required to comply with all applicable federal laws, regulations, policies and related administrative practices, whether or not they are specifically referenced herein. The Contractor acknowledges that federal laws, regulations, policies and related administrative practices may change and that such changed requirements will apply to the Project. The Contractor shall ensure compliance by its Subcontractors and include appropriate flow down provisions in each of its lower-tier Subcontracts as required by applicable federal laws, regulations, policies and related administrative practices, whether or not specifically referenced herein.
2. Notwithstanding anything to the contrary contained in the Contract Documents, all FRA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract Documents. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests, which would cause the Authority to be in violation of FRA requirements.

B. COMPLIANCE WITH FEDERAL REQUIREMENTS

1. The Contractor's failure to so comply shall constitute a material breach of this Contract.

C. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

1. The Contractor agrees to comply with, and assure that any Subcontractor under this Contract complies with all applicable requirements regarding Access for Individuals with Disabilities contained in the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and any other applicable federal regulations, including any amendments thereto.

D. AGREEMENT NOT TO USE VIOLATING FACILITIES

1. The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). The Contractor shall promptly notify the Authority if the Contractor any Subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Contract is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
2. The Contractor also agrees to include these requirements in each subcontract hereunder exceeding \$50,000.

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

E. ENVIRONMENTAL PROTECTION

1. The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.

F. RECYCLED PRODUCTS

1. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

G. FLY AMERICA

1. The Contractor agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration's regulations at 41 C.F.R. 301-10, which provide that recipients and sub-recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, the Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier, and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all Subcontracts that may involve international air transportation.

H. RESTRICTIONS ON LOBBYING

1. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601) who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier-to-tier up to the recipient. See Form entitled “Certification Regarding Lobbying” in Section Q.

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

I. FRAUD AND FALSE OR FRAUDULENT STATEMENTS, AND RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (6 C.F.R. 13), as amended, 31 U.S.C. § 3801 et seq., and USDOT regulations Program Fraud Civil Remedies (49 C.F.R. Part 31), apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FRA assisted project for which this Contract Work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FRA, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two paragraphs in each Subcontract financed in whole or in part with federal assistance provided by FRA. It is further agreed that the paragraphs shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

J. NO OBLIGATION BY THE FEDERAL GOVERNMENT

1. The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
2. The Contractor agrees to include the above paragraph in each Subcontract financed in whole or in part with federal assistance provided by FRA. It is further agreed that the paragraph shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

K. DEBARMENT AND SUSPENSION

1. This Contract is a covered transaction for purposes of 2 C.F.R. 1200. As such, the Contractor is required to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

2. To the extent required by the aforementioned U.S. DOT regulations and U.S. OMB guidance, the Contractor must verify that the Subcontractor is not excluded or disqualified in accordance with said regulations by reviewing the “Excluded Parties Listing System” at <http://epls.gov/>. The Contractor shall obtain appropriate certifications from each such Subcontractor and provide such certifications to the Authority.
3. The Contractor shall include a term or condition in the contract documents for each lower tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each Subcontractor will review the “Excluded Parties Listing System,” will obtain certifications from lower tier Subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

L. CIVIL RIGHTS: The following requirements apply to the Contract:

NONDISCRIMINATION

In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended; 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990; 42 U.S.C. § 12132; and 49 U.S.C. § 306, the Contractor agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of the Contract. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to the Contract:

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” including 41 C.F.R 60 et seq. (which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

AGE

In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

DISABILITIES

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

M. ACCESS TO RECORDS

1. The Contractor agrees to provide the Authority, the Secretary of the U.S. Department of Transportation, the FRA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than seven years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the Contractor agrees to maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. § 18.39(i)(11).
4. The inclusion of these requirements is not required in Subcontracts.

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

N. CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

1. The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the federal government under any contract:
 - a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a). Among other things, the Contractor agrees to obtain the express consent of the federal government before the Contractor or its employees operate a system of records on behalf of the federal government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
 - b. The Contractor also agrees to include these requirements in each Subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by the FRA.

O. DISADVANTAGED BUSINESS ENTERPRISES

1. The Authority encourages the Contractor to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for certain USDOT agencies in Title VI) in carrying out the Project.
2. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of Title VI in the award and administration of this FRA DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate. Each Subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).

P. REPRINTS OF PUBLICATIONS

Whenever an employee of a Contractor-Related Entity writes an article regarding the Project or otherwise resulting from work under this Contract that is published in a scientific, technical, or professional journal or publication, the Contractor shall ensure that the Authority is sent two reprints of the publication, clearly referenced with the appropriate identifying information.

Q. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that the following are true:

1. No federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____.

Company Name: _____

By: _____

(Signature of Company Official)

(Title of Company Official)

Note:

If Joint Venture, each Joint Venture member shall provide the above information and sign the certification.

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

R. Equal Employment Opportunity Certification

[To be executed by the Contractor, all joint venture members of the Contractor, and all Subcontractors]

The undersigned certifies on behalf of _____ that:

(Name of entity making certification)

[check one of the following boxes]

- ☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- ☐ It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

- ☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- ☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114, or 11246, and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: _____

Title: _____

Date: _____

If not the Contractor, relationship to the Contractor: _____

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

S. SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Contractor shall comply with the Authority's Small and Disadvantaged Business Enterprise Program which establishes an overall 30 percent goal for small business utilization in the Authority's contracting and procurement program. The Contractor shall also comply with 41 C.F.R. Part 60, Best Practices of 49 CFR Part 26, Executive Order 11246 and Title VI of the Civil Rights Act of 1964 and related statutes.

For more detailed information regarding the Authority's Small and Disadvantaged Business Enterprise Program requirements, including SB utilization reporting, Substitution/Termination processes, Prompt Payment Provisions, Recognized SB Roster of Certifying Agencies and other performance related factors, refer to the Authority's Small and Disadvantaged Business Enterprise Program, located in Book 3, Part A.

T. SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

U. ARRA-Funded Project

Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

V. Enforceability

The Contractor agrees that if the Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

W. Prohibition on Use of ARRA Funds

The Contractor agrees in accordance with ARRA, Provision 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.

X. Inspection of Records

In accordance with ARRA Sections 902, 1514, and 1515, the Contractor agrees that it shall permit the State, the United States Comptroller General or his representative, or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to perform the following:

Examine any records that directly pertain to, and involve transactions relating to, this contract; and

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

The Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA-funded work.

Y. Whistleblower Protection

The Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of any of the following:

1. Gross mismanagement of a contract relating to ARRA funds
2. A gross waste of ARRA funds
3. A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds
4. An abuse of authority related to implementation or use of ARRA funds
5. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds

The Contractor agrees that it and its Subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

Z. False Claims Act

The Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, Subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

AA. Reporting Requirements

Pursuant to Section 1512(c) of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, the Contractor agrees to provide the awarding state agency with the following information on a quarterly basis:

The total amount of ARRA funds received by the Contractor during the Reporting Period

The amount of ARRA funds that were expended or obligated during the Reporting Period

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

A detailed list of all projects or activities for which ARRA funds were expended or obligated, including the following:

1. The name of the project or activity
2. A description of the project or activity
3. An evaluation of the completion status of the project or activity
4. An estimate of the number of jobs that were either created or retained or both by the project or activity
5. For any contracts equal to or greater than \$25,000, the following information must be included:
6. The name of the entity receiving the contract
7. The amount of the contract
8. The transaction type
9. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number
10. The Program source
11. An award title descriptive of the purpose of each funding action
12. The location of the entity receiving the contract
13. The primary location of the contract, including the city, state, congressional district, and country
14. The DUNS number, or name and zip code for the entity headquarters

A unique identifier of the entity receiving the contract and the parent entity of the Contractor, should the entity be owned by another

The names and total compensation of the five most highly compensated officers of the company if it received either of the following:

1. Eighty percent (80 %) or more of its annual gross revenues in Federal awards, or

EXHIBIT F
REGULATIONS FOR CONTRACTS RECEIVING FEDERAL FUNDING
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

2. Twenty-five million (\$25,000,000.00) or more in annual gross revenue from Federal awards

If the public does not have access to information about the compensation of senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of Internal Revenue Code of 1986

For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of the Contractor that the information contained in the report is accurate

Any other information reasonably requested by the State or required by State or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.federalreporting.gov. The additional requirements will be added to this contract(s).